

EXHIBIT 13

-----Original Message-----

From: Linda Miles [SMTP:lmiles@qwest.com]
Sent: Wednesday, May 01, 2002 11:23 AM
To: Hanser, Paul H.
Cc: 'Gavin, Ellen'; Kelly Cameron
Subject: Re: FW: Collocation Open Issues

Paul:

I'll respond to your questions in the same order as you asked them.

1. Qwest's position on Adjacent and Adjacent Remote Collocation has not changed. These two forms of Collocation are available only where space is not available in the Qwest premise to accommodate your Collocation request. Further, the adjacent property must be owned or controlled by Qwest. Your request would not be considered Collocation.
2. Qwest's position on the use of ICDF Collocation has not changed. ICDF Collocation is for the purpose of combining UNEs with other UNEs or with ancillary services. It is not for the exchange of traffic between the parties' networks.
3. Qwest's position on preliminary APOTs has not changed. Qwest has offered compromise language that would make a preliminary APOT available 15 days prior to the RFS date; however, should there be a change in the final APOT, Eschelon would need to submit a supplement to its order.
4. Qwest's position on unforecasted Collocation intervals remains unchanged.
5. Eschelon's proposal of Sept. 28, 2001 and Qwest's proposal of Oct. 12, 2001 (for Section 8.4.1.2) have both backed away from specific time frames for the extension of Collocation intervals due to requested changes to the order. Qwest's proposal of Oct. 12 included a complete listing of the changes that would constitute a "Material Change" and slightly modified Eschelon's proposal regarding minimizing the additional time intervals. Qwest's Oct. 12 proposal remains on the table for discussion. My notes reflect that Eschelon's Sept. 28 proposed language is still on the table as well. If Eschelon wishes to propose alternate language, we would be happy to consider it.
6. Refunds of the Space Reservation Fee vary a bit state by state. In WA and OR, the Commission ordered (as part of the workshop process) that the reservation fee be a flat \$2,000 and that it is non-refundable in the event of cancellation of the reservation. In your other states, the parties involved in the workshops agreed to a schedule for a pro-rated refund that is reflected in Section 8.4.1.7.4. Since this was done through the workshop process, it isn't

appropriate that there be a specific cost study applicable to the refund schedule.

With regard to your final (unnumbered) question on the application for Facility Connected Collocation, I use the same tools as I gave you in my e-mail of April 25 - the PCAT and the language/rates in the amendment on the Wholesale Web site. It appears that Facility Connected Collo may be a viable option for Eschelon, but it is neither appropriate nor prudent for me to be advising Eschelon on the application of a given product offering to Eschelon's unique business requirements. If you have more detailed questions about the application of the Facility Connected Collo offering, they should be directed to your Account Team, rather than raised as a part of contract negotiations.

Thanks,
Linda Miles

-----Original Message-----

From: Hanser, Paul H.
Sent: Friday, April 19, 2002 4:34 PM
To: 'Miles, Linda'
Cc: 'Gavin, Ellen'; Hanser, Paul H.; Kunde, David A.
Subject: Collocation Open Issues

Linda,

With respect to collocation, there are several issues at impasse between Qwest and Eschelon. Since several months have passed since we discussed these issues, Eschelon wants to confirm that there has been no change in Qwest's position on the impasse issues. We understand that there have been ongoing proceedings that might affect Qwest's position, but we are not generally involved in those proceedings. Please review the issues listed below and confirm if Qwest's position remains unchanged. If there has been a change in position by Qwest, please indicate Qwest's current position.

1. Adjacent Off-Site Collocation-Eschelon proposes that Qwest provide adjacent off-site collocation, like that available in the SWBT Local Access Service Tariff. Specifically, Eschelon proposes that Qwest permit Eschelon to collocate on property next to Qwest's and not require Eschelon to use an entrance facility to gain access to Qwest's premises. Qwest has refused to agree to permit Eschelon to collocate on property adjacent to Qwest's property.
2. ICDF Collocation-Eschelon proposes that Qwest permit Eschelon to use ICDF Collocation for interconnecting Eschelon and Qwest's networks. Qwest has refused to agree to do so and will only permit ICDF Collocation to be used for combining unbundled network elements.
3. Final APOT Information---Eschelon proposes that Qwest provide final Alternate Point of Termination (APOT) information to Eschelon at the half way point of the collocation build so that Eschelon can timely order UNEs, transport services and CLEC to CLEC routing. Qwest will not agree to provide this information until the ready for service (RFS) date, but will provide preliminary APOT information at 15 days before RFS which frequently changes at the RFS date. If Eschelon places orders using the preliminary APOT information and the APOT information changes, Eschelon will be required to issue a supplement to its service order, resulting in delayed service to customers. This means that under Qwest's proposal, there is no certainty that Eschelon will be able to provide service from its collocation on the RFS date because it has no guarantee that preliminary APOT information will be accurate. The cage is not "ready for service" on the RFS date if Eschelon cannot provide service due to Qwest's refusal to provide it with the information it needs (final APOTs) to place service orders at a early enough time to enable Qwest to provision the orders by the RFS date.
4. Unforecasted Collocation Intervals---Eschelon asked Qwest to agree to a 90 day interval for collocation provisioning of an unforecasted collocation when facilities are available to provide the collocation. Qwest will not do so. Qwest will

increase the 90 day collocation interval by 30 days if the collocation was not forecasted by the CLEC, regardless of whether facilities are available.

5. Collocation Change Orders-Qwest requires that, if Eschelon submits a change to a collocation order, Qwest determine at its discretion the additional time to process the order. Eschelon has asked Qwest to agree to an objective standard for determining additional time. Qwest rejected Eschelon's request and insisted on longer intervals if an objective standard were to be used.
6. Space Reservation Deposit Policy---Qwest will permit CLECS to reserve collocation space for up to one year if CLEC pays 50% of the nonrecurring charge up front. If CLEC cancels the collocation reservation after 90 days, Qwest will not to return any of the nonrecurring charge. Eschelon asked Qwest to provide a cost basis for retaining the charge. Qwest will not do so.

Also, we have noticed that your wholesale web site now lists "Facility Connected Collocation" as a type of collocation that is available. Our Account Team has not informed us of this type of collocation, nor have you mentioned it in negotiations. Does this type of collocation address any of the issues we have raised concerning Adjacent Off-Site Collocation or ICDF Collocation? If so, please explain how.

Please let me know whether Qwest's current position on any of these impasse issues has changed.

Thanks,
Paul